

EXHIBIT

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From: Lefkowitz, Isaac <IL@corizonhealth.com>

Sent: Friday, December 10, 2021 10:19 AM

To: Hyman, James <James.Hyman@corizonhealth.com>; Abe Goldberger <ag@perigrove.com>; David Gefner <dg@perigrove.com>

Cc: Heather Adelman <hadelman@hdrbb.com>

Subject: Follow-up thoughts

James,

Under your leadership the company lost just in the last 2Q's over \$400M in revenue, pushing the company into insolvency.

You have resigned as CEO on December 3 2021, and you were not reinstated as an interim CEO, therefore refrain from using this title.

The board intends to install a new CEO on December 13, 2021.

In the interim, I ask you to take effective immediately a leave-of-absence, including by not to show up on today's meeting with Secretary Green of MD DOPSaC, as we are on the brink of losing this \$165M contract with the hostility environment you and your team have created with this account under your CEO leadership. We will run the meeting without you.

Be also aware, should you in any way have any negative communication that impacts the company, we will hold you liable for such damages.

We will deal in short order with your employment termination by all the options available to the company, either through a friendly severance, or through aggressive litigation with you, or alternatively through a bankruptcy filing which will wipe out all of your claims, our preference is the friendly severance option and a consulting agreement that's mutually beneficial. However, such an arraignment will have to wait until the new CEO is in place and with the new governing body in place.

I chose to remain your friend,

All the best,

From: Hyman, James <James.Hyman@corizonhealth.com>

Sent: Friday, December 10, 2021 9:00 AM

To: Isaac Lefkowitz <il@perigrove.com>

Subject: Follow-up thoughts

Isaac,

I have reviewed and acknowledge your letter of 9 December. Based upon your assurances that you speak with Board authority, and on behalf of the Board, since receipt of that letter I have

acted, and have refrained from acting, consistent with your directives. I will continue to so do, and will notify you, as Interim CEO, of important and/or pressing issues of which I am advised by others.

That said, I take this opportunity to share a concern with you and the Board, that my refraining from engaging in my contractual duties, as you have directed in your letter, without my being advised who has been and who has not been consulted and/or notified of this intended course, may be an unwitting breach by the Company of important contractual and fiduciary duties to the Company's many stakeholders, who rely on the uninterrupted continuity of the Company's operations and decision-making processes to deliver patient care and respond to customer concerns. For example, this afternoon you, I and other Company leader and advisors have a meeting with the Secretary of the Maryland Department of Public Safety and Correctional Services, at which he may ask you what is the Company's leadership and decision structure now that the transaction has occurred.

As you requested on Tuesday, I have given thought to what might be the next steps for me in these circumstances. With my desire unchanged to assist the Company and its stakeholders during and throughout any transition(s), including the restructuring to which you referred in your letter, I believe it best if mutual consideration was given to my departure from Company employment. Also, as you asked about my continuing in a consulting role; I am willing to do that to support the Company in its future endeavors, consistent with that envisioned in the "Consulting Services Agreement" (attached) that was agreed with the Company in October 2020. Lastly, with this transition, I am ready and willing to support you and the Company to manage such a role transition, including timing, and communications internally and externally.

Regarding the financial terms of this change triggered by the December 3rd Change of Control, as I mentioned to you when we spoke in my office on Tuesday, the payments due under the Employment Agreement and Second Amendment are roughly as follows:

- Transaction bonus of \$2mm,
- Salary continuation for 18 months (monthly at the annualized rate of \$901,765.00),
- Cobra cost reimbursement for 18 months,
- Unused PTO payout (currently approximately one month of salary),
- Consulting Services Agreement for 18 months or 24 months, depending on start date (referred to above),
- Unpaid business expenses,
- D&O tail coverage.

Please let me know how you would like to proceed.

James

James E. Hyman

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